

SAMPLE FORMS
(CDBG)

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BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned

_____ as Principal; and _____

_____ as Surety, are hereby held and firmly bound unto the City of Hartford in the

penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2004.

The condition of the above obligation is such that where as the Principal has submitted to the City of Hartford a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said bid shall be rejected, or, on the other hand,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached thereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety of any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed in Presence of:

Principal
By _____
(Seal)

Signed in presence of:

Surety
By _____
(Seal)

SUBCONTRACTOR UTILIZATION COMMITMENT FORM

This form is to be submitted to the Purchasing Agent **within 5 business days after the bid opening by the apparent low bidder and apparent second low bidder**. The Purchasing Agent may change the submission time to meet the City's time requirements for award and/or require other bidders to provide this information.

Bidder agrees to subcontract the portion of the work stipulated in the Construction Contract Summary Sheet to minority businesses. The full name and address of business together with the nature of the work and subcontract value must be provided below for each subcontractor. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

BASE BID

Trade or Nature of Work	Business Name	M/ WBE? √	Address	Subcontract \$ Value
TOTAL SUBCONTRACT VALUE ⇒				
TOTAL M/WBE SUBCONTRACT VALUE ⇒				

Subcontract % to total project _____%

M/WBE Subcontract % to total project _____%

Subcontractor Utilization Commitment (Cont)

ALTERNATE #__

Trade or Nature of Work	Business Name	MBE? √	Address	Subcontract \$ Value
TOTAL SUBCONTRACT VALUE ⇒				
TOTAL M/WBE SUBCONTRACT VALUE ⇒				

Subcontract % to total Alternate work _____ %
M/WBE Subcontract % to total Alternate work _____ %

ALTERNATE #__

Trade or Nature of Work	Business Name	MBE? √	Address	Subcontract \$ Value
TOTAL SUBCONTRACT VALUE ⇒				
TOTAL M/WBE SUBCONTRACT VALUE ⇒				

Subcontract % to total Alternate work _____ %
M/WBE Subcontract % to total Alternate work _____ %

Subcontract % to total project if all alternates are awarded _____ %

M/WBE Subcontract % to total project if all alternates are awarded _____ %

CONTRACTORS EEO REPORT

REQUEST FOR BID TITLE

FOR CONSTRUCTION

BID NUMBER

TO: CITY OF HARTFORD
 PROCUREMENT SERVICES
 550 MAIN STREET – ROOM 100
 HARTFORD, CT 06103

Part 1 – IDENTIFICATION OF VENDOR

1. NAME
 &
 ADDRESS
 (As shown on BID)

2. CHIEF EXECUTIVE OFFICER FOR ABOVE BIDDER (NAME)

**CERTIFICATIONS MUST BE RENEWED ANNUALLY.
 IF YOUR FIRM IS NOT CURRENTLY CERTIFIED
 RETURN WITH YOUR BID RESPONSE**

4. ADDITIONAL LOCATIONS IN CONNECTICUT

ADDRESS

TELEPHONE NUMBER

Part II: NONDISCRIMINATION POLICIES AND PRACTICES

1a. Have you put into effect a company wide equal opportunity program to promote nondiscrimination?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	3c. Do all your employee recruitment advertisements state a nondiscrimination policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1b. If "Yes" have all your employees been informed of this in writing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	4a. Do you have a collective bargaining agreement or other contract or understanding with a labor union representing the employee employed by you?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	4b. If "Yes" does each such agreement assure full compliance with nondiscrimination requirements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2b. If "Yes" are all such persons given the opportunity to participate in accordance with your nondiscrimination statement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	4c. If "No" check here, and explain on a separate attached sheet.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	5a. Is there a person in your employ who is responsible for assuring equal employment opportunities?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3b. Has this been done in writing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	5b. If "Yes" give Name and Title.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Part II-HIRING AND RECRUITMENT

1. Which of the following recruitment sources are used by you? (Check "Yes" of "No" Estimate % if not known)

<i>SOURCE</i>	Yes	No	% of all applicants provided by this
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisements			
Walk-ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Employment Resource Development Agency			
OTHER (Specify)			

2. Check any of the following that you use as hiring qualifications (x)

Work Experience

Ability to speak or write English

Written Tests

High School Diploma

College Degree

Union Membership

Personal Recommendation

Height of Weight

Car Ownership

3a. Describe any other practice which show that you hire, train and promote employees without discrimination.

PART IV – STATISTICS – Employment at bidder’s location (as shown on bid submittal). In lieu of completing this section, bidder may submit copy of its most recent Federal EEO-1 report for the reporting location or a copy of its consolidated report for the total organization, if filed within the last year.

EMPLOYMENT FIGURES WERE OBTAINED FROM <input type="checkbox"/> Visual Check <input type="checkbox"/> Employment Record <input type="checkbox"/> Other								CLOSING DATE OF REPORT PERIOD				
JOB CATEGORIES	OVERALL TOTALS (Sum of all columns A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or Pacific Islander		E AMERICAN INDIAN or ALASKAN NATIVE		
Officials and Managers		Male	Female	Male	Female	Male	Female	Male	Female	Female	Male	
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craft Workers (Semi-Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTALS ABOVE												
TOTALS ONE YEAR AGO												
ON THE JOB TRAINEES (Enter figures for the same categories as shown above)												
Apprentices												
Trainees												

HARTFORD AFFIRMATIVE ACTION PLAN

Contractor agree to:

- a minimum of 15% of the total project hours by trade shall be allocated to minority workers.
- a goal of 50% of the total project hours by trade allocated to minority workers.
- a Hartford resident employment goal of 30% by trade.

The above EEO Report, together with the Monthly Employment Utilization report submitted by Contractor will be used to determine compliance with this Affirmative Action Plan. Contractor understands and agrees that its failure to achieve and maintain the minimum minority participation stated herein will be considered a breach of contract and subject to such remedies as proved by the law.

AFFIDAVIT

Contractor hereby certify that all of the information contained in this EEO report is true and correct and that it will provide the City with verification upon request. Contractor further certifies that neither it nor its subcontractors will discriminate against any employee or applicant with respect to his/her hire, tenure, term, conditions or privileges of employment, because of his/her race, color, religion, national origin, age, sex, physical handicap, mental disability or sexual preference. Contractor understands and agrees to the requirements of the Hartford Affirmative Action Plan and will undertake whatever recruitment, training and apprenticeship programs are necessary to affect an acceptable level of minority and women employees in the shortest time frame possible.

SIGNATURE	TITLE	DATE SIGNED	TELEPHONE NO. (include area code)
X			
TYPE OR PRINTED NAME			

CONTRACTOR'S WAGE CERTIFICATION FORM

I, _____ of _____

Officer, Owner, Authorized Rep.

Company Name

do hereby certify that the _____

Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the federal prevailing wages as listed in the General Wage Decision and any modifications thereto, required for such project.

Signed

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Submit with bid proposal.

City of Hartford EEO / Affirmative Action Requirements

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT AND CERTIFICATE PURSUANT TO THE EXECUTION OF A CONTRACT WITH THE CITY OF HARTFORD, CONNECTICUT

This agreement and Certificate shall form a part of and be deemed attached to all contracts or purchase orders between the City of Hartford or its Agent and the undersigned.

(Name of Contractor/Vendor)

(Address of Contractor/Vendor)

Each contractor, subcontractor and supplier subject to the provisions of Section “Chapter 2, Article X” will execute the “Agreement And Certificate Pursuant To The Execution Of A Contract With The City Of Hartford, Connecticut”, prior to the execution of any binding agreements.

Equal Employment Opportunity Clause

The Contractor shall comply with all the following provisions of the Equal Employment Program.

During the performance of this contract, the Contractor agrees to the following:

1. Each Contractor will comply with all provisions of Executive Order No. 11246 and Executive Order No. 11375, Connecticut Fair Employment Act, the Vocational Rehabilitation Act of 1973, including all standards and regulations which are promulgated by the government authorities which established such acts in said requirements, and all standards, and regulations incorporated herein by reference.
2. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin or physical or mental handicap, religion and sexual orientation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation. Such actions shall include, but not be limited to, the following Employment, Upgrading, Demotion, or Transfer, Recruitment or Recruitment Advertising, Layoff, or Termination; Rates of Pay or other forms of compensation; and Selection for Training, including Apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Copies will be maintained by Contractor and furnished Owner or his Agent, as requested.
5. In the event of the Contractor's noncompliance with the nondiscrimination and equal employment clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part with no penalty on the Owner or his Agent.
6. The Contractor will furnish all information and reports required by Executive Order No. 11246, dated September 24, 1965, the Vocational Rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. All records must be retained for a period of 3 years following the completion of work and shall be available at reasonable times and places for inspection by authorized representative of the Owner.
7. The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order. Such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions.
8. The Contractor will furnish all information and reports required by the Contract Compliance Officer or the _____, and will permit access to his books, records and accounts by the Contract Compliance Officer for purposes of investigation to ascertain compliance to the Affirmative Action Program.
9. The Contractor will designate a person to handle affirmative action matters for the company who will have the responsibility for assuring compliance to the provisions of "Chapter 2, Article X" and the "Greater Hartford Affirmative Action Plan".
10. The Contractor will contact the business agent for the labor unions with whom he has an agreement and request minority persons be referred for work on this project. Documentation of such contracts will be maintained and furnished to the Owner or his Agent as they occur. The Contractor will take every possible measure to insure that minority persons are referred by the union and are employed on this project.
11. The Contractor and his subcontractors will make such E.E.O. manpower reports as required and will attend all review meetings.
12. Prior to awards of subcontractors or purchase orders for this work, the Contractor will conduct informal meetings with interested MBE/WBE suppliers and contractors for the scope of the work to be awarded. Documentation of such contracts must be maintained and furnished to the Owner or his Agent as they occur. (GHAAP - Sec. 9)
13. The Contractor will submit his company's written affirmative action program to the City of Hartford Contract Compliance Officer. The program will be subject to the review and approval of the Contract Compliance Officer (GHAAP - Sec. 9).

14. "The Contractor assures that no less than 15% of the total project work hours, by trade, be worked by minority trades workers".
15. The Contractor will become signatory to the "Greater Hartford Affirmative Action Plan" and require all subcontractors, vendors and labor referral organizations to comply with Section "Chapter 2, Article X" of the Municipal Code.
16. The Contractor or his designee shall volunteer for service on Joint Apprenticeship Committees, and the Administration Committee of the Greater Hartford Affirmative Action Plan and shall require their subcontractors to do the same as appropriate.
17. "The Contractor agrees to participate in a Hartford Resident training program approved by the Court of Common Council". It is further agreed that prior to the formalization of any contractual agreement, that the contractor will enter into a specific agreement with the designated City staff to outline the activities of this training program in relation to the scope and nature of the project".
18. The Contractor shall require any subcontractors and vendors to submit their company written Affirmative Action Program to the Contract Compliance Officer, upon request. The program will be subject to the review and approval of the Contract Compliance Officer.
19. The Contractor shall require their subcontractors or vendors to advise the Contract Compliance Officer as to the opportunities for employment within the vendor's or subcontractor's organization.

(Sample Format)

Equal Employment Opportunity
Policy Statement

(Company Letterhead)

(Date)

The employment policies and practices of the (insert company name) are to recruit and employ qualified job applicants without discrimination based on race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation and to treat all employees equally without discrimination because of race, creed, color, age, sex, national origin, physical or mental handicap, religion and sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The (insert company name) emphasizes this policy to assure, compliance to the Civil Rights Act of 1964, as amended, Presidential Executive Orders Nos. 11246 and 11357, the Connecticut Fair Employment Practices Act, and City of Hartford Ordinances, Sections 2-263 and 2-26 "Chapter 2, Articles X" and all other laws which pertain to Equal Employment Opportunity.

The (insert company name) recognizes that the effective application of this policy requires that certain positive steps be taken; and, it will, therefore, undertake a program of affirmative action to make known its commitment in this regard.

The (insert company name) will additionally assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard for race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation.

(Signature and Title)

CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract. As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

(Contractor)

(Authorized Signature)

(Title)

(Date)

**AFFIDAVIT FOR BECOMING SIGNATORY
TO THE
“GREATER HARTFORD AFFIRMATIVE ACTION PLAN”**

I, _____, being duly sworn do depose and say:

Name of Organization _____

Address _____

Official Capacity of Signatory _____

1. I am an official of the following organization and I am authorized to submit this affidavit for and on behalf of my organization, thereby binding it to the terms and statements contained herein.
2. My organization hereby agrees and certifies as a condition of participating on construction projects of the City of Hartford; that it will not practice discrimination in regard to minority group individuals and women and will eliminate any continuing effects, if any, of past discrimination.
3. My organization hereby acknowledges its agreement with the intent, purpose and scope of the Greater Hartford Affirmative Action Plan adopted pursuant to Section 2-626 et seq. of the Municipal Code of the City of Hartford, and will make a good faith effort to comply with its provisions.
4. The organization hereby agrees to comply with the contractual, responsibilities regarding Minority/Female trade work participation, of City of Hartford projects.
5. My organization hereby agrees to comply with all terms provided in the City of Hartford EEO / Affirmative Action requirements.

CITY PROJECT NAME/CONTRACT NUMBER

SIGNATURE OF OFFICIAL

Subscribed to and sworn to before me this _____ day of _____, 2004

(Check appropriate box)

() _____
Commissioner of Superior Court

() _____
Notary Public

**CONTRACTORS AGREEMENT TO NOTIFY CITY OF HARTFORD,
OFFICE OF HUMAN RELATIONS
OF ALL JOB OPENINGS OCCURING DURING PENDACY OF THIS PROJECT**

BIDTITLE

HARTFORD, CONNECTICUT

RFR # BIDNO

CONTRACT NO. CONTRNO

My organization understands and agrees that failure to meet the requirements of the City of Hartford's Affirmative Action Program as mandated through Federal Regulations or Municipal Ordinance, may preclude such organization from providing goods and/or services to the City of Hartford through contractual agreement. The organization further understands and agrees to review and monitoring procedures as mandated by Federal Regulations or Municipal Code in regard to the determination if such organization is complying therewith. This agreement will be deemed a part of any contractual agreement entered into between the City of Hartford and the above named organization.

The organization understands and agrees that for employment openings located in the Hartford Labor Market Area it must advise the City of Hartford, Office of Human Relations in writing as to all employment opportunities as they become available.

Indicate jobs that are currently vacant or anticipated to be unfilled during the period of Certification. Completion of this form in no way alleviates the Contractor's ongoing responsibility to notify the City of Hartford, Office of Human Relations of job vacancies as they become available for the Contractor or any of the Contractor's Sub-Contracts.

Upon identification of currently vacant or anticipated jobs, the City of Hartford, Office of Human Relations will work with the Contractor in order to help the Contractor identify qualified minority and female applicants.

SUGGESTED FORMAT

Contact Person: _____ Telephone: _____

Number of Positions Available under this Job Classification: _____

Position: _____ Salary: \$ _____

Qualifications: _____

Duties: _____

Opening Date: _____ Closing Date: _____

About Compliance Reports -

1. Each contractor having a contract covered by these provisions shall file and shall cause each of his subcontractors to file Compliance reports with the Executive Director of the Human Relations Office in his/her capacity as the City's Contract Compliance Officer. Compliance Reports shall be filed within such time and shall contain such information as to the practices, policies, programs, employment policies, and employment statistics of the contractor and each subcontractor, and shall be in such form as the Human Relations Office or Department of Housing and Urban Development may prescribe.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the City's contract Compliance Officer may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency shall so certify to the City's Contract Compliance Officer as part of his/her Compliance Report, and shall set forth what efforts he/she has made to obtain such information.

The City's Contract Compliance Officer may direct that any bidder or prospective contractor or subcontractor shall submit as part of his Compliance Report, a statement, in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, creed, color, age, sex, national origin or physical or mental handicap, religion, sexual orientation and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Fair Employment Practice clause directive or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of this Fair Employment Practice clause. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set such a statement, the Compliance Report shall so certify and set such additional factual material as the Human Relations Office or the Purchasing Department may require.

2. The prime contractor shall be responsible for the proper submission to the City of Hartford, of proof or documentation as to the compliance of all subcontractors, all labor referral organizations, and all vendors of construction materials who participate upon the projects subject to the "Greater Hartford Affirmative Action Plan".

Procedures for Noncompliance

1. Whenever a contractor has signed and is a party to a contract containing the above affirmative action provisions, a breach of those provisions constitutes a breach of the contract, and the contractors will be subject to those reviews, penalties, and appeals as prescribed by "Chapter 2, Article X" (Compliance) 2-321 et. seg. Such penalties may include the cancellation, termination, suspension, or withholding of payments due the contractor. The contractor or organization may appeal the finding of noncompliance to the Contract Enforcement Committee within ten (10) days from the date of such notification.

INSTRUCTIONS FOR FILING MONTHLY UTILIZATION REPORT

On each and every construction project, contractors are required to demonstrate “good faith effort” in hiring minorities and women into their work force.

The following definitions are considered appropriate for use in reporting construction contractor employment of crafts persons:

1. Recall or Rehire - (after a seasonal shutdown) - a craftsperson who worked for a contractor the previous construction season and who is recalled for work by the same contractor when the same project commences in the next construction season.
2. Transfer - A craftsperson who works for a contractor and who moves from project to project working for the same contractor. Employment would tend to be continuous; transfers to other projects would be based upon workload requirements; and periods of unemployment would be due to vacation or seasonal shutdown.
3. New Hire -
 - a. A person working for a contractor for the first time (regardless of previous work experience with another contractor).
 - b. Each employee referral from a union or hiring hall in response to a request by the contractor. In this case, the employee might have worked for the contractor on previous projects. However, he has worked for other contractors in the interim, or has been unemployed for three months or more during the active construction season.

The above definitions would be applied as follows:

- A. Normally, foreman, supervisors, superintendents and management officials are considered permanent employees. They are usually salaried and represent company management. They are usually not referred by unions nor are they hired for particular projects.
 - B. The contractor may make a name request and these can take priority (even if the employee is on another job; decision to accept is up to the employee). A specific request for a minority can be made at any time. A request for a non minority can only be made if the contractor can demonstrate proper representation and affirmative action with his current work force.
 - C. It should be noted that if the employee has been employed by other contractors between jobs or during the seasonal shutdown, the employee has thus had a break in continuous employment with one contractor and any decision to employ him/her would be a new hire.
4. Hartford Residency Hours - The total number of hours worked by employees who are residents of Hartford for each trade classification.
 5. Hartford Residency Summary - Total number of employees working in all trade classifications during the reporting period.

Total number of Hartford residents working in all trade classifications during the reporting period.

Special Note:

In job classifications where minority and/or female utilization is not being achieved, it will be necessary for the contractor to fully document and substantiate, in accordance with the applicable definition, employees in the affected job classification(s) claim as transfers or recalls. Failure to provide such documentation may result in the scheduling of a full scale E.E.O. compliance review.

List of Trades

Trade Title	Trade Title
Steamfitters	Asbestos Workers/Insulators
Teamsters	Operating Engineers
Caulkers	Carpenters
Laborers	Latherers
Tile Finishers	Tile Setters
Theatrical Equipment Installers	Masons
Sprinkler Fitters	Electricians
Plumbers	Glaziers
Roofers	Iron Workers
Sheet Metal Workers	Elevator Constructors
Tapers	Painters
Plasterers	

**MONTHLY MINORITY/WOMEN BUSINESS ENTERPRISE
(M/WBE) PAYMENT STATUS REPORT
CONSTRUCTION PROJECTS**

Month Ending _____

1. Prime or General Contractor/
Construction Manager Name _____

2. Contract #/Project Name _____

3. What % of Project is completed to date _____

4. Contract Award \$ _____

5. Total value of all M/WBE Contracts to date _____ Revised amount, including change orders \$ _____

6. Listing of M/WBE Contracts awarded*

Report below the information as requested regarding the contract payments made to date to Minority/Women Business Enterprises participating on this project and including MBE/WBE countersigned payment confirmation.

Company Name/Address	Total Contract Amount	MBE or WBE	Total Money Paid to Date	MBE/WBE Confirmation Signature	M/WBE Group				
					AN AI	A PI	B	H	W
AN = Alaskan Native B = Black Non-Hispanic		AI = American Indian H = Hispanic		A = Asian PI = Pacific Islander W = White Non-Hispanic					

Type or Print Name and Title

Signature of Company Official/ Date

* (Please use additional sheets if necessary)

CITY OF HARTFORD
FINAL
MINORITY / WOMEN BUSINESS ENTERPRISE (MBE /WBE) PAYMENT STATUS REPORT

Prime Contractor: _____ Project Name/Contractor #: _____

Contract Award: \$ _____ Revised amount, including all Change Orders: _____

The provisions for the above named City project/Contract contain requirements for: () _____%, of total contract value, MBE and /or WBE participation.
 () _____%, of total contract value, MBE participation AND _____%, of total contract value, WBE participation.

Report below the information called for, including MBE and WBE countersigned payment confirmation, regarding the project/contract payments made to date to Minority/Women (indicate which) Business Enterprise participating on this project contract. **(PLEASE NOTE); each countersignature must be witnessed by two (2) witnesses.**

Name of MBE/WBE Participants	Total Contract Amount	Total Money Paid To date	Total Money Still Owed	MBE/WBE Payment Confirmation Countersignatures	Witnessed By
1	\$	\$	\$		
2	\$	\$	\$		
3	\$	\$	\$		
4	\$	\$	\$		

 (Prime Contractor Signature and Title)

Sworn and subscribed before me at _____ this, the _____ day of _____ 2004

 Notary Republic, Justice of Peace Commissioner of Superior Court

53a-157 FALSE STATEMENT: Class a Misdemeanor. - A person is guilty of false statement when he/she intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he/she does not believe to be true and which statement is intended to mislead a public servant in the performance of this official function.

Payroll Certification Form

**IN ACCORDANCE WITH CONNECTICUT GENERAL STATUTES,
31-53 CERTIFIED PAYROLLS WITH A STATEMENT OF COMPLIANCE
SHALL BE SUBMITTED WEEKLY TO THE CONTRACTING AGENCY**

Contractor Name and Address:										Subcontractor Name & Address										Worker's Compensation Insurance Carrier				
Telephone Number: _____ Fax Number: _____																								
Contact Person: _____										Telephone #: _____										Policy Number: _____				
Payroll Number			Week Ending Date			Project Name & Address				Fax # _____										Effective Date: _____				
						Contract #				Contact Person: _____										Expiration Date: _____				
Employee Name/Address & Social Security #	# of Exemptions	APPR Rate %	Sex & Race	Work Classification	S	M	T	W	T	F	S	S-Time O-Time	Base Hourly Rate	Total Fringe C= Cash P= Plan	Gross Pay For All Work Performed this Week	FICA	With-holding	With-holding	Other	Gross Pay Prevailing Wage Rate Jobs	Net Pay	Check #		
					Hours Work Each Date																			
					S	M	T	W	T	F	S			c										
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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby state:

(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____:

(Contractor or Subcontractor)

that during the payroll period commencing on the ____ day of _____, 19__ and ending the ____ day of _____, 19__, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____ from the full weekly wages earned by any person and that no deductions have been made either

(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	

Name and Title

Signature

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents